

# YEARBOOK

# CALL FOR ENTRIES

2017 YEARTech® ONLINE DESIGN CONTEST

CREATIVITY HAS ITS REWARDS.

**WIN \$1,000 FOR YOUR YEARBOOK CLASS!**

Show your design creativity and send us your best yearbook spread created with

YearTech Online. Entries will be accepted online from March 1 through April 14, 2017.

To enter, go to Yearbook Avenue® and click on Contests under the Showcase menu.

*Jostens®*

# 2017 YEARTech® ONLINE DESIGN CONTEST

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL, STATE AND LOCAL LAWS.

**1. SPONSOR:** Jostens, Inc., 3601 Minnesota Drive, Suite 400, Minneapolis, MN 55435 ("Sponsor").

**2. ENTRY PERIOD:** The YearTech® Online Design Contest ("Promotion") begins at 12:00 a.m. Central Time on March 1, 2017 and ends at 11:59 p.m. Central Time on April 14, 2017 ("Entry Period").

**3. ELIGIBILITY:** Open to all schools located in the fifty (50) United States, the District of Columbia and the provinces of Canada (except Quebec) that have students enrolled in any of grades 6–12, provided that such school was, as of January 1, 2017, using Sponsor's YearTech® Online design program to create its yearbook. Entry constitutes entrant's full and unconditional agreement to these official rules ("Official Rules") and to Sponsor's decisions; the decisions of Sponsor in regard to all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

### 4. HOW TO ENTER; ENTRY REQUIREMENTS:

**A.** Create an original, complete two-page yearbook spread with all text and photos in place using Sponsor's YearTech Online page creation software. Pre-designed yearbook layouts are not eligible. Submit the yearbook spread during the Entry Period by logging on to your school's Yearbook Avenue® home page, clicking on "Showcase," then clicking on "Contests." Only online entries submitted through Yearbook Avenue will be accepted.

**B.** Entries must (1) be in keeping with Sponsor's image; (2) not be obscene, indecent or otherwise offensive (as determined by Sponsor in its sole discretion); (3) not defame or invade the publicity or privacy rights of any person, living or deceased; (4) not infringe, violate or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks or other intellectual property rights); (5) not contain (i) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or who are disabled, (ii) any threats to any person, place, business, group or entity, (iii) materials that promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on age, race, ethnicity, national origin, religion, sexual orientation or other protected class, or disability, (iv) any materials that depict illegal acts or are sexually explicit, libelous, obscene, violent, hateful or slanderous, (v) content not in keeping with Sponsor's reputation and image; and (6) not be owned by a third-party and/or be subject to any restriction or right that would in any way limit Sponsor's right to use the entry as permitted under these Official Rules (all of the foregoing, collectively, "Content Requirements"). Failure to comply with any of the Content Requirements, as determined by Sponsor in its sole discretion, is grounds for an automatic disqualification from the Promotion.

**C.** By entering the Promotion, entrant grants to Sponsor (and its licensees and assigns) a royalty-free, irrevocable, perpetual, license to use, reproduce, modify, publish, create derivative works from and display its entry, in whole or in part, and otherwise exploit the entry in all media now known or hereafter devised, throughout the universe, in any way Sponsor sees fit, including (without limitation) entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Sponsor (and its licensees and assigns) shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the rights entrant is granting to use the entry. Entrant represents and warrants that entrant has obtained all appropriate licenses and consents necessary to grant the rights granted to Sponsor hereunder. ENTRANT REPRESENTS AND WARRANTS THAT ENTRANT HAS OBTAINED ALL APPROPRIATE LICENSES AND/OR CONSENTS NECESSARY TO GRANT THE RIGHTS GRANTED TO SPONSOR HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE MODEL RELEASES) AND WILL INDEMNIFY SPONSOR FOR ANY AND ALL CLAIMS ARISING FROM ENTRANT'S FAILURE TO DO SO.

**D.** Limit ten (10) entries per school. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. The computer clock of the Webmaster hosting the Promotion is the official timekeeping device. All entries become the property of Sponsor and will not be returned or acknowledged. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

### 5. SELECTION AND NOTIFICATION OF WINNER:

**A.** One (1) potential Grand Prize winner, one (1) potential First Place Prize winner, one (1) potential Second Place Prize winner and one (1) potential Third Place Prize winner (all of the foregoing, collectively, "Potential Winners") will be selected on or around May 1, 2017, from

among all eligible entries. A panel of judges, chosen by Sponsor, will judge the entries based on the following criteria:

- i. The design is reader-friendly, shows an awareness of accepted yearbook design standards and effectively presents the visual and verbal content to the reader; and
  - ii. The design employs a creative and contemporary graphic style that is appropriate for the content and appealing to a school audience.
  - iii. The design understands the importance of relevant coverage directed at all readers.
- B.** Potential Winners will be contacted by email, telephone or similar means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as winners. In the event that a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

### 6. PRIZES:

- A.** The following prizes, each listed along with their respective approximate retail values ("ARV"), are available to be awarded:
  - i. One (1) Grand Prize consisting of a Visa® gift card in the amount of \$1,000 (ARV: \$1,000).
  - ii. One (1) First Prize consisting of a Visa® gift card in the amount of \$300 (ARV: \$300).
  - iii. One (1) Second Prize consisting of a Visa® gift card in the amount of \$250 (ARV: \$250).
  - iv. One (1) Third Prize consisting of a Visa® gift card in the amount of \$150 (ARV: \$150).Total ARV of all prizes: \$1,700.

VISA is a trademark of Visa International Service Association. Visa International Service Association is neither a sponsor of nor affiliated with this Promotion.

**B.** In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**7. GENERAL CONDITIONS:** Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the

Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant, by entering the Promotion, agrees (a) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation entrant's failure to comply with the Content Requirements and (b) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use its name, photograph and location and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Entrants represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, provincial, state or local law or rule or any applicable school district/board or school rule or regulation. All taxes on prizes are solely the responsibility of the winner.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

All entries must be submitted in the name of an individual school, and prizes will only be awarded to the school whose name is on each winning entry, regardless of other circumstances.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

**8. PRIVACY:** Entrants acknowledge and agree that any information collected in connection with this Promotion may be used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy, available at <http://www.jostens.com/apps/shop/help/shared/privacy.asp>.

**9. DISPUTES:** Each entrant agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental or consequential damages, any other damages other than actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and the Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

**10. WINNERS LIST:** A list of winners will be posted online at [www.facebook.com/jostensadviserandstaff](http://www.facebook.com/jostensadviserandstaff) and on Yearbook Avenue (click on "Digital Classroom", then "Award Winners") on or around May 1, 2017.

©Jostens, Inc. 2017. All rights reserved. Promotion entrants are hereby authorized to copy these Official Rules on the condition that it will be for the entrant's personal use and not for any commercial purpose whatsoever.

